

Honorable Benjamin H. Settle

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

CEDAR PARK ASSEMBLY OF GOD OF KIRKLAND, WASHINGTON,	)	Civil No. 3:19-cv-05181
	)	
Plaintiff,	)	<b>DECLARATION OF</b>
	)	<b>JASON “JAY” SMITH</b>
v.	)	
	)	
MYRON “MIKE” KREIDLER, in his official	)	
capacity as Insurance Commissioner for the State	)	
of Washington; JAY INSLEE, in his official	)	
capacity as Governor of the State of Washington,	)	
Defendants.	)	

Jason “Jay” Smith, upon oath and affirmation, hereby deposes and says:

1. I have personal knowledge of all of the facts in this declaration.
2. I am the Senior Pastor of Cedar Park Assembly of God of Kirkland, Washington.
3. On August 14, 2019, Cedar Park’s insurance provider, Kaiser Permanente, informed Cedar Park that its health care plan set to renew on September 1, 2019 must include coverage for abortion. Communications with Kaiser Permanente at 2 (attached as Exhibit A). Due to the late notice from Kaiser and the Church’s commitment to care for its employees through the continuity of health care coverage, Cedar Park made the decision to renew its insurance plan, and did so under protest.
4. Kaiser Permanente has stated that it will “not be accommodating any abortion

1 exclusions to fully insured groups,” including Cedar Park. Exhibit A at 2. Kaiser therefore will not  
2 permit Cedar Park to invoke the limited religious exemption in RCW §48.43.065, which allows  
3 Cedar Park to refuse to directly provide coverage for abortion or abortifacient contraceptives (but  
4 still allows the insurer to charge Cedar Park a separate premium or fee for the objectionable  
5 coverage).

6 5. Until recently, due to the representations of its insurance broker, Cedar Park was  
7 under the impression that its insurance plan excluded coverage for abortifacient contraceptives.  
8 However, Cedar Park was informed that its plan did provide such coverage. Kaiser informed Cedar  
9 Park that Cedar Park could either remove coverage for all contraceptives (and Kaiser would then  
10 provide such coverage directly) or provide coverage for all contraceptives. Exhibit A at 13. Kaiser  
11 is unwilling to remove coverage only for abortifacient contraceptives to which Cedar Park objects.  
12 *Id.* at 14. Cedar Park informed Kaiser that Cedar Park wished to remove coverage for all  
13 contraceptives, and Kaiser now directly provides that coverage to the enrollees in Cedar Park’s  
14 health care plan.

15 6. It violates the religious beliefs of Cedar Park to provide any sort of payment,  
16 premium, or fee for a health care plan that provides coverage of or facilitates access to abortion or  
17 abortifacient drugs, either directly or indirectly. Accordingly, it would violate Cedar Park’s beliefs  
18 to pay an extra premium, fee, or any payment to its insurer for the payment of abortions and  
19 abortifacient contraceptives for plan beneficiaries, even in an instance where Cedar Park’s health  
20 insurance plan did not directly provide coverage of abortion or abortifacient drugs.

21 7. Kaiser Permanente has informed Cedar Park that, if an exception to SB 6219 were  
22 made for churches or houses of worship for Cedar Park, such as by court order, it would remove  
23 abortion coverage from Cedar Park’s health care plan. Exhibit A at 1.

1           8. Cedar Park has carefully considered its insurance options. In doing so, the Church  
2 has determined that self-insurance is not a viable option. If Cedar Park were to provide a self-  
3 insured plan, it would cost the Church roughly \$243,125 more in additional annual costs, and that  
4 number is expected to double within the next several years due to increase in plan use.

5           9. Moreover, switching to a self-insurance plan is likely to have a catastrophic effect  
6 on employees and family members currently battling serious illness. For instance, one child of an  
7 employee will need an organ transplant soon and a self-insured plan would severely affect the  
8 Church's ability to pay for it.

9           10. Additionally, self-insurance would severely affect the Church's ability to pay for  
10 an employee currently undergoing expensive cancer treatment.

11           11. Because the Church honors its religious and moral commitment to care for its  
12 employees and their families, Cedar Park's only viable option, therefore, is to provide group health  
13 insurance.

14           12. I hereby declare under penalty of perjury, including pursuant to 28 U.S.C. § 1746,  
15 that the foregoing factual allegations are true and correct.

16           Executed on this 13th day of September, 2019 in the United States.

17           s/ Jason "Jay" Smith

18           Jason "Jay" Smith

19           Senior Pastor, Cedar Park Assembly of God of Kirkland, Washington  
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